



Request For Quotations

Fax-on-Demand

Offeror Notice

Arizona State Parks
1300 W Washington
Phoenix, AZ 85007
Phone: (602) 542-6937
Fax: (602) 542-6949

RFQ 05-027

Procurement Officer: Margaret Fernandez, CPPB

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Issued: 9/23/04

GROUND SUPPORT EQUIPMENT (GSE) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES FOR ARIZONA STATE PARK

The terms and conditions included in this document should be reviewed and understood **BEFORE** preparing a quotation. The quotation shall be firm, fixed price. Return this quotation by the date and time indicated, to the above address. When remitting a response, please reference the Procurement Officer's name and the RFQ number on the outside of the correspondence.

Quotations will be received until **3:00:00 PM, MST, October 12, 2004**, at the above address. Quotations may be mailed or faxed to the number shown above.

THIS PROCUREMENT IS A SET ASIDE FOR SMALL, MINORITY AND WOMEN OWNED BUSINESSES.

By a signature in the Offer and Acceptance Form the offeror certifies that the referenced organization: (Check appropriate boxes.)

1. ☐ is / ☐ is not--

A concern, including its affiliates, which is independently owned and operated, which is not dominant in its field and which employs fewer than (100) full-time employees or which had gross annual receipts of less than \$4 million in its last fiscal year. (ARS 41-2535).

2. ☐ is / ☐ is not a minority or women owned business that is at least 51% minority or women owned to qualify. (Governor Executive Order 2000-4)

3. ☐ can comply / ☐ cannot comply--

With the insurance requirements specified herein. **If awarded a contract, contractor shall comply with requirements prior to performing any work.**



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Offer and Acceptance Form

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RFQ No.: **05-027**

Submit the original of this form to the State with Offer

ARIZONA STATE PARKS

1300 W. Washington Street
Phoenix, AZ 85007
(602) 542-4174

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, scopes of work, and specifications in the Request for Quotation (RFQ). Should the offeror find it necessary to take exception to any term, condition, scope of work or specification, such exception shall be clearly and fully documented herein.

Arizona Transaction (Sales) Privilege

For clarification of this offer, contact:

Tax License No.:

Name:

Federal Employer Identification

Phone:

No. - -

Fax No.

Company Name:

Signature of person authorized to Sign Offer:

Address:

Printed Name:

City/State/Zip

Title:

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your offer is hereby accepted.

The Consultant/Contractor is now bound to sell the materials, services or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Consultant's/Contractor's offer as accepted by the State.

The Contract shall henceforth be referred to as Contract Number PR 05-027. The Consultant/Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until receipt of an executed purchase order or written notice to proceed.

Awarded this _____ day of _____ 2004

Contract Officer

Arizona State Parks Board



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CERTIFICATION

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By signing the preceding section, the offeror certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practice.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5, 99-4 or A.R.S. §31-1461.
3. The offeror has not given, offered to give, does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
4. Failure to provide a valid signature affirming the stipulations required by solicitation shall result in rejection of the offer.
5. Signing the offer with a false statement shall void the offer, any resulting contract and **may** be subject to legal remedies provided by law.
6. Small Business Definition (ARS 41-1001.19): "Small business" means a concern, including its affiliates, which is independently owned and operated, which is not dominant in its field and which employs fewer than (100) full-time employees or which had gross annual receipts of less than (4) million dollars in its last fiscal year. For purposes of a specific rule, an agency may define small business to include more persons if it finds that such a definition is necessary to adapt the rule to the needs and problems of small businesses and organizations.
7. Unless otherwise specified in quote by offeror, offeror complies with all requirements contained in the solicitation document.



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- 1 Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- 1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 *"Contractor"* means any person who has a Contract with the State.
- 1.5 *"Days"* means calendar days unless otherwise specified.
- 1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,
- 2 Contract Interpretation**
- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.



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- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3 Contract administration and operation.**
- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property
Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the



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agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

6.1 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification



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- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4 Force Majeure.
Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.



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7 Warranties

- 7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 Year 2000.
- 7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- 7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.7 Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.



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8 State's Contractual Remedies

- 8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 Stop Work Order.
- 8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all



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documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 **Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).



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Version 7.1

Arizona State Parks
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1. **Purpose:** Pursuant to the provisions of the Arizona State Procurement Code, A.R.S. 41-2501 et seq., the State of Arizona, Arizona State Parks Board (ASPB), intends to establish a contract for the materials or services listed herein.
2. **Compensation:** Firm, fixed price shall be inclusive of all indirect costs including overhead and profit. Only expenditures disclosed in the Offeror's quote shall be compensated. (Direct expenses, i.e. travel, per diem, insurance, laboratory services, etc. should be identified in the quotation.)
3. **Term of Contract:** The term of the contract shall commence upon award and shall remain in effect for one year unless terminated, cancelled or extended as otherwise provided herein.
4. **Contract Extension:**
 - a. By mutual written agreement, any resultant contract may be extended for supplemental periods of one (1) year, up to a maximum of forty-eight (48) months beyond the initial first year contract. In any event, the maximum contract period, including any extension(s) will be five (5) years/sixty (60) months. Supplemental contract extension(s) will be based on the result(s) of any annual contract performance review as well as available funding and user needs. If the State exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the prices stated in the original contract shall not be increased in excess of the maximum percentage of increase stated on the Pricing Schedule attached to this document.
 - b. Arizona State Parks may unilaterally extend the period of any resultant contract for (31) days beyond the stated expiration date.
5. **Key Personnel:** It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor shall assign specific individuals to the key positions. **Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the using agency.**
6. **Estimated Quantities (General Needs):** This solicitation references quantities as a general indication of the needs of the ASPB. The ASPB anticipates considerable activity resulting from contracts that may be awarded as a result of this solicitation; however, the quantities shown are estimates only and the State reserves the right to increase or decrease any quantities actually acquired. The ASPB makes no guarantee as to the amount of usage.
7. **Billing:** All billing notices to ASPB shall identify the contract number, specific items(s) being billed. Items are to be identified by the name, model number, and/or serial number most applicable. Any contract release order issued by the requesting agency shall refer to the contract number.
8. **Cancellation:** The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise or condition of the contract. The State will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:
 - a. The Contractor provides personnel that do not meet the requirements of the contract.
 - b. The Contractor fails to perform adequately the services required in the contract.
 - c. The Contractor fails to furnish the product required within the time stipulated in the contract.
 - d. The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the State may cancel the contract. If the State cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

In the event the State cancels this contract in whole or part, the State may procure supplies or services similar to those terminated, and the Contractor shall be liable to the State for any excess costs for such similar supplies or services.



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9. **Indemnification:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

10. **Insurance requirements for vehicle transport/storage/repair contracts**

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- I. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. **Garage Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability for garage operations, covered autos and operations necessary and incidental to the garage business.

- General Aggregate \$2,000,000
- Premises and Operations \$1,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Legal Liability \$ 50,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Garagekeepers Legal Liability - Direct Primary Coverage:
 - Each Auto \$ 500,000
 - Each Occurrence \$1,000,000

- a. The policy shall be **endorsed to include direct primary Garagekeepers Legal Liability coverage.**
- b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***



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- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be **endorsed to include coverage for towing** (if towing services are included in the scope of services in the Contract or part of the normal operations of the Contractor).
- b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, **agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor**".

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$ 500,000

Disease – Each Employee

\$ 500,000

Disease – Policy Limit

\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

II. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

III. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.

IV. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

V. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.



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All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

VI. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

VII. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

VIII. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

IX. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

X. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

XI. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

11. **Shipping (FOB Delivered):** Prices shall be F.O.B. destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for the Contractor shall file visible or concealed damage. The State will promptly notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

12. **Ordering Instructions:** Authorization for purchases under the Terms and Conditions of this contract will be made only upon issuance of a purchase document signed by an authorized agent. The purchase document will specify the items ordered, delivery instructions and any other pertinent information required. All State and Contractor documents must reference the resultant purchase document by number.

13. **Warranty:** In accordance with the manufacturer's warranty and any additional warranty expressed by the contractor, all material and/or equipment supplied under this contract shall be fully guaranteed from the date of acceptance by the State. Any defects of design, workmanship, materials, and /or software that would result in non-compliance with the contract specification shall be fully corrected by the Contractor (including parts and labor) without cost to the State.

14. **Subcontracts:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material, service or construction specified herein without the advanced written approval of the state. All subcontracts shall comply with federal and state laws and regulation which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal



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force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The state shall not unreasonably withhold approval and shall notify the Contractor of the state's position within 15 days of receipt of written notice by the contractor.

15. **Non-Exclusive Contract:** Arizona State Parks shall have the right to go outside of the contract to obtain similar goods or services from another source when necessary to meet the requirements of the agency.



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- 1 Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
- 1.1 *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
 - 1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and any terms applied by law.
 - 1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4 *"Contractor"* means any person who has a Contract with the State.
 - 1.5 *"Days"* means calendar days unless otherwise specified.
 - 1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.7 *"Offer"* means bid, proposal or quotation.
 - 1.8 *"Offeror"* means a vendor who responds to a Solicitation.
 - 1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.10 *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
 - 1.11 *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
 - 1.12 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - 1.13 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 2 Inquiries**
- 2.1 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
 - 2.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
 - 2.3 Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
 - 2.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
 - 2.5 No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.



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- 2.6 Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7 Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 2.8 Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 3 Offer Preparation**
- 3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicated otherwise.
- 3.2 Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 3.4 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
- i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 3.5 Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6 Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7 Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- 3.8 Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.



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- 3.9 Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 3.10 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 3.11 Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
- 3.12 Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.13 Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 3.13.1 Special Terms and Conditions;
 - 3.13.2 Uniform Terms and Conditions;
 - 3.13.3 Statement or Scope of Work;
 - 3.13.4 Specifications;
 - 3.13.5 Attachments;
 - 3.13.6 Exhibits;
 - 3.13.7 Special Instructions to Offerors;
 - 3.13.8 Uniform Instructions to Offerors.
 - 3.13.9 Other documents referenced or included in the Solicitation.
- 3.14 Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 4. Submission of Offer**
- 4.1 Sealed Envelope or Package. Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 4.2 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.3 Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not



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be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

4.4 Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

- i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5 Evaluation

5.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.2 Taxes. Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.3 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.

5.4 Disqualification. A Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

5.5 Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.

5.6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:

- 5.6.1 Waive any minor informality;
- 5.6.2 Reject any and all Offers or portions thereof; or
- 5.6.3 Cancel the Solicitation.

6. Award

6.1 Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.

6.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.3 Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7 Protests.

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:



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Version 7

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- 7.1 The name, address and telephone number of the protester;
- 7.2 The signature of the protester or its representative;
- 7.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 7.5 The form of relief requested.

8 Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.



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1. **Solicitation Type:** This request for quotation shall be performed in accordance with Arizona Revised Statute (ARS) 41-2535.
2. **Payment:** In accordance with ARS 35-342, any agency which purchases or procures goods and services from a non-governmental entity on account shall pay the account in full within (30) days after receipt of goods or services and correct notice of amount due in writing to the agency or shall pay interest on the amount outstanding balance at the rate of ten percent per annum (as prescribed in ARS §44-1201), until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.
3. **Authority to Contract:** This contract activity is issued under the authority of the Arizona State Parks Board (ASPB). No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based on this contract may be made without express written approval of the Arizona State Parks Board in the form of an official contract amendment. Any attempt to alter any documents on the part of any ordering agency or any Contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the ASPB inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
4. **Discounts:** Prompt payment discounts of thirty (30) days or more set forth in an offer shall be deducted from the offer for the purposes of evaluating that price.
5. **Award:** Award shall be made to the responsible bidder submitting the quotation which is most advantageous to the state and conforms to the solicitation.
6. **Evaluation Criteria:** Evaluation criteria are listed in the relative order of importance based on the following criteria:
 - a. Experience/Expertise/Reliability 55%
 - b. Cost 40%
 - c. Method of Approach 5%
7. **Proposal Format:** **Original plus three copies** of each offer should be typed or in ink, submitted on the forms and in the format specified in this solicitation. The original copy of the offer should be clearly labeled "**ORIGINAL**". The material should be in sequence as related to this solicitation. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's quotation. The offer should include at least the following information:
 - a. Experience/Expertise/Reliability: The proposal should contain the following:
 - Experience and reliability of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this solicitation. Pertinent data that demonstrates the Offeror's corporate capability to successfully perform should include information on the financial stability of the firm; e.g. annual financial reports and statements, Dun and Bradstreet and/or other credit bureau ratings.
 - Information on the Offeror's related experience in the field of the services specified in this solicitation document. This should include specific information on the type of services provided and on the dates of performance.
 - A list of references. References should be verifiable and should be able to comment on the Offeror's related experience. The Offeror should submit (3) similar-type service references. This information should be shown on the form attached or in a similar manner. Refer to Attachment 5.
 - The Offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used in the project. The relationship of the project leader to management and to support personnel should be clearly illustrated.
 - The Offeror should provide a resume and data related to previous work assignments as may relate to this solicitation for each of the key personnel to be assigned to the project. Refer to Attachment 1.



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- The Offeror should reflect the relationship between specific key personnel for which resumes have been submitted and the specific tasks or assignments proposed in the method of approach to accomplish the Scope of Work.

8. **Cost:** Submit cost offer on Pricing Schedule, Attachment 6. Travel costs shall be in accordance with the State Travel Policy located at www.gao.state.az.us/travel.

9. **Method of Approach:**

- a. The Offeror shall either utilize a written narrative or other printed technique to demonstrate understanding and the ability to satisfy the Scope of Work. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The usage of technical language should be minimized and used only to describe a technical process. Refer to Attachment 2.
- b. The Offeror should to present a schedule of events and staff assignments for its proposed method of approach. Refer to Attachment 3.
- c. The Offeror shall complete Support/Services Questionnaire, Attachment 4.

10. **Offer and Acceptance Period:** An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.

11. **SUBMISSION OF ADDITIONAL TERMS, CONDITIONS OR AGREEMENTS WITH THE OFFER DOCUMENT MAY RESULT IN OFFER REJECTION.**

12. **Discussions:** In accordance with A.R.S. §41-2534, after the initial receipt of proposals, discussions may be conducted with all offerors who have submitted offers that are determined by the Procurement Officer to be in the competitive range shall be invited to submit a final revised offer.

13. **Definition of Key Words Used in the RFQ:**

- a. **Shall, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- b. **Should:** Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the State may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.
- c. **May:** Indicates something that is not mandatory but permissible.



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STATEMENT OF WORK—

- Provide preventative maintenance (PM) and repair services for M3 and MX4 electric tow tractors and for Clark TMG-25 Electric Forklift.
- PM and repair services program is a cooperative effort between the Contractor and the Arizona State Parks Transportation Department (Transportation Department). At the present time, most of the services performed under this contract is the PM service. The repair service is a collaborative partnership between the Transportation Department and the Contractor to determine services that are either outside the expertise of our Transportation Department or when it is more time and cost efficient to authorize the Contractor to perform the repair.
- “Equipment” refers to both tow tractor and forklift.

1. **EQUIPMENT DESCRIPTION:** The following is a general description of the existing tow tractors. The M3 tractors were purchased from Georgia Power Company (GPC). The MX4 tractors were purchased from Stewart & Stevenson Tug Manufacturing Corp.

1.1 ELECTRIC TOW TRACTORS

Tow tractor#	Serial Number	S&S #	Purchase Date	Last PM	Vehicle Hours as of 9/04
1	193	M3	10/1996	July 2004	875
2	197	M3	10/1996	July 2004	627
3	331	M3	10/1996	July 2004	742
4	319	M3	10/1996	July 2004	887
5	278	M3	10-1996	July 2004	510
6	8500132	MX4	6/2003	July 2004	491
7	8500181	MX4	9/2003	July 2004	421

Condition—

- The M3 tow tractors have been on a preventative maintenance (PM) and repair program for the last (5) years.
- All tow tractors are in good condition. Some of the repairs performed are emergency brake cable, power steering motor, ignition switch, motor brushes & commutator.
- For tow tractor information go to manufacturer's website www.ssss.com and www.tugparts.com.

1.2 ELECTRIC FORKLIFT--

Line #	Serial Number	Clark	Purchase Date	Last PM	Vehicle Hours as of 9/04
1	TMG 248-0542-7498FB	TMG 25	12/1999	Mid-Jul 04	183

- Purchased December 1999.
- The last PM conducted was July 2004; next PM October 2004.
- There have been no major repairs.



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2. **SPECIFIC REQUIREMENTS:**

2.1 Qualifications:

2.1.1 Provide field technician (technician) that is proficient and possess direct experience in maintaining, troubleshooting, and repairing battery powered tow tractor and forklift with a minimum of 5 years experience; years of experience may be any combination.

2.2 Performance Standards:

2.2.1 Technician to work with Arizona State Parks transportation staff to determine most cost effective method(s) to perform minor and major repairs.

2.2.2 Comply with local and universally accepted safety practices and electrical codes.

2.2.3 Dispose waste material in accordance with Local, County, State, and Federal rules and regulations.

2.2.4 Identify and report problem areas in writing to Transportation Manager or Designee.

2.2.5 The Contractor shall promptly correct all work rejected by the Arizona State Parks, as faulty, defective, or failing to conform to this contract whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work.

2.2.6 Furnish all parts, labor, equipment, tools, transportation and mileage, and methods of communication needed in performance of this contract.

2.3 Service Requirements:

2.3.1 Equipment Location: Kartchner Caverns State Park, 2980 South Hwy 90, Benson, Arizona 85602.

2.3.2 Current tow tractor contract will expire December 14, 2004. The offeror awarded the contract shall conduct an orderly transition for implementation after December 15, 2004.

2.3.3 Perform services during normal business hours: (5) days a week, (8)-hours a day, Monday through Friday, 8 AM to 5 PM, M.S.T. Work hours outside of that will be considered non-routine hours.

2.3.4 Prior to performing services, arrange service schedule with the Transportation Manager or Designee.

2.3.5 Technician performing work shall remain on-site until Transportation Manager or Designee has been notified of work status.

2.3.6 Maintain a stock of common replacement parts to prevent repair delays.

2.3.7 Unless off-site repair is approved by Transportation Manager or Designee, all PMs and repairs will be performed on-site.



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The Contractor shall--

2.4 Preventative Maintenance (PM):

2.4.1 At the discretion of the Transportation Manager, perform an initial inspection and provide written assessment at the time of the first PM under this contract. From this inspection, the Contractor will prepare and submit a written quote to recommend repairs to the Transportation Manager or Designee for approval before performing services.

2.4.2 Perform services in accordance with the manufacturer's current PM visual and electronic inspection checks to ensure equipment is performing to all defined technical and environmental specifications for the equipment specified herein.

2.5 Routine and Non-Routine Repairs: Authorization, Parts, and Testing Services, as needed, if needed—:

2.5.1 Routine and Non-Routine Services

- Perform **Routine** repairs and bill at a flat annual rate including parts at no additional cost as provided in the Price Schedule. Routine repairs are defined as those repair(s) that cause concern about the operation of the system but does not stop the essential operation.
- Perform **Non-Routine** repairs and bill at travel- and on-site hourly rates plus parts cost. Non-Routine repairs are defined as those repair(s) where a problem stops the essential operation of a business.

2.5.2 Repair Authorization:

- After the Transportation Manager or Designee contacts the Contractor to explain the equipment failure, discuss repair options, arrange arrival time, estimate repair time, and costs related issues prior to commencing works. Based on the discussion, the contractor will prepare an estimated written quote in accordance with the contract Price Schedule.
- After the Transportation Manager or Designee has reviewed and approved the Contractor's estimated written quote, the Contractor shall obtain a purchasing document from the Transportation Manager or Designee before commencing work. The purchasing document authorizes and guarantees payment to the Contractor.
- Travel billable time charges begin from the Contractor's designated duty post. On-site billable time charges begin from the time the Contractor checks in with the Transportation Manager or Designee to announce arrival. Time charges shall terminate upon Contractor's departure from the job site. In the event another service call is conducted in the area, the travel time shall be shared.

2.5.3 Parts:

- Cost is an important factor of this contract. The Contractor will confer with the Transportation Manager or Designee to determine the effective and economical repair method. This may require that Arizona State Parks purchase the part(s) and perform the repair or arrange to have the Contractor perform repair; whichever is in the best interest of the State.
- Comply with the following:
 - Used shopworn, demonstrator, prototype, reconditioned or discounted models, part or materials are not acceptable.



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- All parts and materials provided in the repair shall meet or exceed the original equipment manufacturers (OEM) specifications for the part or material being connected.
- Provide parts that are Underwriters Laboratory (UL) listed and comply with industry standards in all cases where UL has published lists and standards applicable for the item required and the application for which its use has been assigned.
- Provide current manufacturer published parts list for equipment.
- Upon request, the Contractor may be required to provide a copy of its part's source invoice for price verification purposes.
- Exclusions from this section are tires, batteries.

2.5.4 Testing:

- Test the system in accordance with the manufacturer requirements.
- Provide and maintain legibly written report to the Transportation Manager or Designee of preventative maintenance, problems/deficiencies detected. The report shall be provided within (14) calendar days from system test.
- Arrange and coordinate the testing with the Transportation Manager or Designee to prevent disruption of the Park's operations.

3. ARIZONA STATE PARKS RESPONSIBILITIES:

The Transportation Manager or Designee shall--

- Make available to the Contractor the on-site computer diagnostic equipment and repair manuals for tow tractors. The SM-555 Forklift Repair Manual is unavailable. The Contractor awarded a contract shall have readily accessible a SM-555 Forklift Repair Manual to perform services specified herein.
- Communicate, coordinate, and cooperate with the Contractor to ensure a successful contract.
- Provide Contractor with appropriate contact information.
- Prior to commencement of any repairs, arrange for issuing a purchasing document to approve and guarantee payment to the Contractor.
- Review contract terms before authorizing work and payment.
- Reimburse in accordance with contract term.
- Follow agency policy and procedures for purchasing and accounting.
- Elevate unresolved contractual interpretation issues between Contractor and Transportation Manager or Designee to the Procurement Officer.
- Deem to have accepted the work after the ASP is satisfied with completed services described herein.



ATTACHMENT 1 — Key Personnel

RFQ 05-027

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After determining qualifications, complete this form for each technician considered under this contract. Make multiple copies if necessary. Provide a "brief description" of all direct experience and training. Clearly specify the brand/model, years of repair and service experience, as appropriate to each technician. Submit verifiable supporting information; provide proof of certification, license, etc., where applicable.

Key Personnel

Background and Expertise

Years of direct equipment experience. List equipment type, brand/model information, etc., as appropriate.

(e.g.,
-Electric forklift, Clark TMG-25-
10 yrs experience
-Electric Tow Truck, S & S, MX4-
3 yrs experience

(Name)

(Title)

(Total Years of all experience)



ATTACHMENT2— Method of Approach

RFQ 05-027

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Narrative on the Method of Approach to the Scope of Work

(Respond to the Scope of Work point by point by numerical reference, if necessary. The implementation plan should consider the how, with whom, when, why, extent, etc.)



ATTACHMENT 3 — Schedule of Events

RFQ 05-027

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Briefly describe each step of the schedule of events in proposed plan of action to accomplish the Scope of Work in a sequential manner identifying the specific assignment of key personnel and the time required to complete each step. This form should be completed in addition to the Offeror's narrative description of this proposed plan of action.

STEP NO.	Describe Steps	ESTIMATED TIME REQUIRED



ATTACHMENT 4 — Support/Services Questionnaire

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Offerors must respond to all questions and requests for information. In answering each question, the vendor must indicate if services described include additional charges. If there is additional cost, then the offeror must specify clearly and completely the required charges. Response shall be comprehensive and verifiable.

1. Indicate number of year(s) company has been in type of business specified herein. _____

2. Where is the closest location responsible for services?

3. Is there a "hotline" available for technical assistance?

4. What are the procedures for comprehensive escalation and corrective actions process?

5. Explain process for acquiring and maintaining parts. What is general turnaround time?

6. Detail the procedure to be followed when the primary technician is unavailable due to vacation, illness, etc? _____

7. Briefly explain ongoing training program requirements for technicians.



ATTACHMENT 5 — References

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Provide (3) verifiable references of companies serviced by offeror. The following must be completed or offer may be rejected.

Company A

1. Contract Title: _____
2. Contract Period: From _____ To _____
3. Geographic Area Served: _____
4. Scope of Work: _____

5. Reference: _____ Company: _____
Individual/Title: _____
City: _____ State: _____
Telephone: _____

Company B

1. Contract Title: _____
2. Contract Period: From _____ To _____
3. Geographic Area Served: _____
4. Scope of Work: _____

5. Reference: _____ Company: _____
Individual/Title: _____
City: _____ State: _____
Telephone: _____

Company C

1. Contract Title: _____
2. Contract Period: From _____ To _____
3. Geographic Area Served: _____
4. Scope of Work: _____

5. Reference: _____ Company: _____
Individual/Title: _____
City: _____ State: _____
Telephone: _____



ATTACHMENT 6 — Price Schedule

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CONTRACTOR NAME: _____

1. **MAINTENANCE (PM)**

Section	Equipment Services	Quantity	Cost per Equipment	Quarterly Cost	Annual Cost
2.4	Tow Tractor	7	\$	\$	\$
2.4	Forklift	1	\$	\$	\$

2. **REPAIRS, PARTS, AND TESTING—AS NEEDED, IF NEEDED**

Section	Service	U/M	Annual Rate
2.5	Routine repairs—parts covered List parts included:	Annual	\$

LINE	Service	U/M	Hourly Rate
2.5	Travel rate. Specify map miles from service location to Kartchner Caverns: _____	Travel	
2.5	Non-Routine repairs, parts not covered	On-site Labor	\$
2.5	Parts Discount	%	()
Tax rate (taxable items only), specify		%	
Extended Warranty Period for Parts, specify		Days	
Extended Warranty Period, for Labor specify		Days	

- 3) **EXTENSION INCREASES:** In the event the Arizona State Parks Board exercises its option to renew the contract for additional period pursuant to the applicable provisions in this document, the Offeror should provide the maximum percentages of increase or minimum percentage of decrease for each renewal period in the spaces below. The Offeror is cautioned that the percentages shall be computed against the ORIGINAL contract price for each renewal period. If the following blanks are not completed, prices during renewal periods shall be the same as during the original. Further, the Offeror is advised that the State of Arizona does not automatically grant any increase the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

1st Renewal Period _____ % Maximum increase/decrease
2nd Renewal Period _____ % Maximum increase/decrease
3rd Renewal Period _____ % Maximum increase/decrease
4th Renewal Period _____ % Maximum increase/decrease

EXAMPLE: \$1,000 Original Contract Price
1st Renewal Period 5% = \$1,050
2nd Renewal Period 10% = \$1,100



EXHIBIT B— Submittal Check List

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CHECK LIST

The information listed below is supplied for the Offeror's convenience. The list identifies sections that are required or additional information that should be completed by the offeror and submitted in the offeror's package.

The Checklist should be returned with the offer package.

Item#	Item	v
1	(REQUIRED) Offeror's Quote	<input type="checkbox"/>
2	(REQUIRED) Offeror Notice Page	<input type="checkbox"/>
3	(REQUIRED) Offer & Acceptance Page	<input type="checkbox"/>
4	Proof of Certifications, Training, as appropriate.	<input type="checkbox"/>
5	(REQUIRED) Attachment Key Personnel	<input type="checkbox"/>
6	(REQUIRED) Attachment Method of Approach	<input type="checkbox"/>
5	(REQUIRED) Attachment Schedule of Events	<input type="checkbox"/>
7	(REQUIRED) Attachment Support/Services Questionnaire	<input type="checkbox"/>
8	(REQUIRED) Attachment Reference Experience	<input type="checkbox"/>
9	(REQUIRED) Attachment Price Schedule	<input type="checkbox"/>
10	(REQUIRED) Provide manufacturer published parts list for tow tractor and forklift	<input type="checkbox"/>

CONTRACTOR NAME: _____